DOCUMENT RESUME

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ABSTRACT

This document is comprised of articles of agreement by and between the County of Rensselaer and the Board of Trustees of Hudson Valley Community College as co-employers and the Hudson Valley Community College Department chairpersons Faculty Association ("association"). The contract addresses topics such as requirements of legislative action, management rights, recognition and dues deductions, non-discriminatory application, professional obligations, textbooks, supplies, records, and materials, professional positions, appointments to professional staff, salaries, evaluation procedures, non-reappointment, dismissal, voluntary termination and retrenchment, academic rank, leaves, insurance, facilities, department chairpersons' association business, miscellaneous provisions, grievance procedure, and re-negotiation. The association has been lawfully designated as exclusive representative for the purpose of collective negotiation including department chairpersons, curriculum coordinators, and administrative assistants. Department chairpersons are entitled to full freedom in research and in publication of the results, subject to the adequate performance of their other academic duties; but independent research for personal pecuniary return performed in connection with assigned duties or requiring the use of college facilities, equipment, and supplies shall be based upon a written understanding with the President of the College or his or her designee. Department chairs of the rank of instructor shall, upon attaining tenure, be promoted to the rank of assistant professor. (JA)

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D. M. Bonnello

AGREEMENT

DATED:
EFFECTIVE: September 1998
TERM: September 1, 1998 - August 31, 2001

By and Between

THE COUNTY OF RENSSELAER
(hereinafter referred to as the "County")

and the

BOARD OF TRUSTEES OF HUDSON VALLEY COMMUNITY COLLEGE
(hereinafter referred to as the "College") as Co-Employers

and the

HUDSON VALLEY COMMUNITY COLLEGE
DEPARTMENT CHAIRPERSONS FACULTY ASSOCIATION
(hereinafter referred to as the "Association")

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ARTICLE I
REQUIREMENT OF LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW, OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE II
SAVINGS CLAUSE

This Agreement shall be interpreted in a manner consistent with the law; provided, however, that if any provisions of this Agreement, and/or any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such a provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and/or applications will continue in full force and effect.

ARTICLE III
MANAGEMENT RIGHTS

Except as limited by the specific and express terms of this Agreement, the County and the College hereby retain and reserve unto themselves all rights, power, authority, duties and responsibilities conferred and invested in them by laws and the Constitution of the State of New York and/or the United States, including the right to adopt rules, regulations, and policies.

ARTICLE IV
PAST PRACTICES

This Agreement supersedes all prior Agreements and past practices relative to all matters herein contained. All past practices, duties, and responsibilities, if any, relative to matters not subject of this Agreement, affecting terms and conditions of employment shall remain in full force and effect.

ARTICLE V
RECOGNITION AND DUES DEDUCTIONS

A. Recognition

The Public Employment Relations Board of the State of New York has duly

determined that the Association has been lawfully designated as exclusive representative for the purpose of collective negotiations in a unit including department chairpersons, curriculum coordinators, and administrative assistants, herein collectively referred to as Department Chairpersons. The College hereby recognizes the Association as the exclusive representative of the employees in the said unit for the purposes of negotiations regarding wages, hours, and terms and conditions of employment, and in the settlement of grievances and for all lawful purposes under the laws of the State of New York. Such recognition shall continue for the maximum period allowed by law.

B. Dues Deductions

The College agrees to deduct from the salaries of the employees in the Department Chairpersons' unit, year-to-year on a continuing basis, the Association dues pursuant to plans certified by the Association, as any member thereof shall individually and voluntarily authorize in writing on forms prescribed by the Association, and to remit the same promptly to such Association. Such authorization may be revoked by instrument, in writing, and the College will promptly notify the Association of the receipt of such revocation.

C. Agency Shop

Membership in the Department Chairpersons' Association shall not be a condition of employment or a preference in continuance of employment. However, the Association shall be entitled to the benefit of the Agency Shop legislation enacted by the 1976-77 Legislature of the State of New York and as the same may hereafter be amended upon attainment of membership equal to seventy-five percent (75%) of the employees eligible for membership in the bargaining unit and for such period as the Association maintains said percentage membership and upon compliance with the terms and provisions of such legislation. Percentage tabulation as above shall be as of the contract ratification date and annually thereafter as of January 1.

D. Agency Shop Fee

Should the Association comply with the provisions of paragraph "C" above (Agency Shop), the College agrees to deduct from the salaries of the employees in the Department Chairpersons' unit who are not members of the Association a fee equal to the Association dues, and to remit the same promptly to such Association. Said fee shall be in accordance with the laws of the State of New York.

ARTICLE VI
NON-DISCRIMINATORY APPLICATION

A. Provisions of the Agreement

The provisions of the Agreement shall be applied equally to all employees eligible for membership in the bargaining unit without discrimination as to age, sex, sexual

orientation, marital status, race, color, creed, national origin, political affiliation, or handicapping conditions, and governs all College employment policies, practices, and actions including, but not necessarily limited to, recruitment, employment, rate of pay, or other compensation, advancement, upgrading, promotion, demotion, renewal, non-renewal, termination, transfer, lay-off, leave, training, and employee benefits of whatever nature.

B. Conformance with Regulations and/or Statutes

The College and the Department Chairpersons agree to adhere to and support the provisions of Title VI of the Civil Rights Act of 1964, Title IX of the Higher Educational Amendments of 1962, and Section 504 of the Rehabilitation Act of 1973 that ensure quality of educational opportunity for students regardless of race, sex and handicap, respectively.

ARTICLE VII
PROFESSIONAL OBLIGATIONS

A. Freedom in the Classroom

1. Department Chairpersons are entitled to freedom in discussing their subject(s) and reporting the truth as they see it, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject(s).

2. Both the College and the Department Chairperson shall recognize the informal atmosphere of the classroom. They shall recognize also that such an informal atmosphere is closely related to freedom in the classroom and, because of this, the happenings of the classroom shall not be made public by the College or by the Department Chairpersons without the consent of the other.

B. Professional Obligations and Responsibilities

Department Chairpersons as members of a learned profession and employees of an educational institution with the objective of serving the needs of its community have definite professional obligations. By accepting appointment as faculty members and Department Chairpersons at Hudson Valley Community College, persons so appointed agree to act in a manner that is consistent at all times with the objectives of the College.

C. Support of Campus Regulations

As part of their responsibilities, Department Chairpersons agree to comply with and support the campus regulations for students, visitors and College personnel as set forth in the College Catalog.

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D. Research

1. Department Chairpersons are entitled to full freedom in research and in publication of the results, subject to the adequate performance of their other academic duties; but independent research for personal pecuniary return performed in connection with assigned duties or requiring the use of College facilities, personnel, equipment, or supplies, shall be based upon a written understanding with the President of the College or his/her designee.

2. Except in such instances where job content requires development of materials, all patents or copyrights on materials developed by Department Chairpersons shall be authorized pursuant to paragraph 1. hereof or independently developed be, and remain, the property of the Department Chairperson involved. No materials prepared by Department Chairpersons may be sold to students of Hudson Valley Community College except by written arrangement between the College, acting by the President or his/her designee, and the Department Chairperson involved.

E. Duties of Department Chairpersons

1. The principal duties of Department Chairpersons are:

a. to provide academic leadership in a curriculum/discipline or closely related group of curriculums/disciplines;

b. to deploy available resources (faculty and other personnel, equipment, and supplies) so as to maximize the fiscal efficiency of their curriculum(s);

c. to provide or obtain necessary academic advisement for students in their curriculum(s); and

d. to provide those functions essential for the orderly operation of their curriculum(s).

2. Department Chairpersons shall fulfill their principal responsibilities by:

a. collecting and scrutinizing the objectives, outlines, and assignments for all courses for which they are responsible and by reviewing quizzes, examinations/evaluations and other written materials prepared for dissemination to students;

b. reviewing and, subject to the concurrence of the Division Dean, approving faculty textbook choices;

c. reviewing the organization and content of their curriculum(s) with their faculty, Division Dean, College Curriculum Committee and/or Academic Policies Committee, and appropriate Advisory Committee(s) and, as necessary, updating catalog materials;

d. providing guidance, leadership, supervision, evaluation of and consultation with the faculty, technicians, clerical staff, and student employees for whom they are responsible, and, as may be warranted, institute appropriate action;

e. with the Division Dean, establish criteria for the acceptance and retention of students in the curriculum(s) for which they are responsible;

f. on an individual, semester-by-semester basis, plan the program of study for the students for whom they are responsible;

g. after consultation with the appropriate faculty member, authorize students to withdraw from a course without prejudice;

h. reviewing mid-term and final grades and, pursuant to policy, place students on probation or dismiss them from the curriculum for academic insufficiency;

i. validating graduation lists for their curriculum(s);

j. providing data necessary for the preparation of the master instructional schedule;

k. subject to the approval of the Division Dean, assign the faculty for whom they are responsible to the courses they will teach;

l. preparing and submitting, with justification, budget input data for their area(s) of responsibility;

m. subject to the Division/College policy, initiating and/or approving requisitions for the acquisition/purchase of supplies and/or equipment, and faculty travel authorizations;

n. controlling access to specialized laboratories and maintaining custody for instructional and office equipment assigned to their curriculum(s);

o. providing academic information as required for efficient implementation and operation of such functions and/or services as student registration, counseling and testing, admissions, computer services, master schedule preparation, student schedules and student records;

p. participating in the formulation of policy for their Division and the College as a whole, including serving on appropriate committees;

q. establishing committees concerning academic matters relevant to their curriculum (s) and appointing faculty thereto;

r. assisting with student recruitment, placement, and transfer services;

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s. enforcing those College regulations that are academic in nature and those which relate to laboratory and classroom activities;

t. initiating staff recruitment with Division Deans when necessary;

u. conducting department faculty meetings, the frequence of which shall be determined by the Department Chair with the Division Dean; and,

v. implementing, where applicable, the terms and provisions of the Collective Bargaining Agreement covering teaching faculty.

F. Work Year

1. The normal work year of Department Chairpersons will coincide with the academic year, during which period they shall be on campus each day classes are in session, Monday through Friday; shall enjoy the same Christmas, spring (Easter) vacations as accorded teaching faculty, and shall attend the Commencement ceremony.

2. In addition to the normal work year obligations stipulated in paragraph F. 1. of this Article, Department Chairpersons shall also be on campus as follows:

a. For ten (10) days to be scheduled by the Department Chairperson prior to or following the academic year or during the intersession period, subject to the prior written approval of the appropriate Academic Dean subject, however, to change by mutual agreement of the Department Chairperson and appropriate Academic Dean. However, such additional days shall include those days during the intersession period on which Department, Division, and/or All College meetings are held in accordance with the schedule set forth in the College's Administrative Calendar.

b. For one (1) day during each year of this Agreement, designated as "Department Chairpersons' Workshop Day." On these days, Department Chairpersons will meet for the entire day for consultation and deliberation on a topic or topics designated by the President of the College or his/her designee. For the terms of this Agreement, the annual Workshop Day shall be held during the spring semester on a date designated by the President; such date shall be announced prior to October 30 and shall not be a Saturday or Sunday or during the spring recess.

G. Work Day

Department Chairpersons shall have a flexible work day sufficient to fully meet the obligations of the position.

H. Teaching Load

Department Chairpersons will teach up to fifteen (15) contact hours per year; three (3) to nine (9) hours per semester with a maximum of two (2) courses per semester,

(four [4] courses per academic year) to be scheduled by the Department Chairperson subject to the approval of his/her Division Dean. A semester teaching load of less than three (3) contact hours requires the prior written approval of the President or his/her designee.

I. Class Schedules

Department Chairs shall meet their classes as scheduled except as provided in the following:
1. A change in the time and/or location of more than a single class shall be approved in advance by a Department Chair's Division Dean.

2. A permanent change in the meeting time(s) or locations of a class shall be approved in advance by the Department Chair's Division Dean and the Vice President for Faculty and Academic Affairs.

J. Time for Meetings

1. A free period of two (2) consecutive hours each week will be included in the master schedule to provide time for meetings of various organizations, including student organizations, campus committees and the Department Chairpersons' Association, etc. The time to be assigned for the foregoing shall be discussed with the Association before the master schedule is finalized.

2. If a conflict develops between a scheduled meeting of the Department Chairpersons' Association and other organizations and/or committees, those other organizations and/or committees shall have priority except that the Association shall be assigned first priority for one (1) meeting time every fourth week.

K. Class Cancellations

In the event day classes are canceled because of inclement weather or other emergency, Department Chairpersons will not be required to report to campus. Evening class cancellations shall be separately determined.

ARTICLE VIII
TEXTBOOKS, SUPPLIES, RECORDS, AND MATERIALS

A. Textbooks

Textbooks to be used by a Department Chairperson shall be approved by the Department Chair's Division Dean.

B. Supplies

Department Chairs will order supplies, records, and materials in accordance with established procedures on forms provided by the College for this purpose.

ARTICLE IX
PROFESSIONAL POSITIONS

A. Notice of Vacancies

Ten (10) copies of each notice of each vacancy in a professional position (acting, temporary or permanent) shall be delivered to the Secretary of the Association for posting by the Association and an equal number shall be posted by the College to provide a notice thereof to the Department Chairpersons. Notices of vacancies which occur during the summer months shall be communicated by mail to the Department Chairpersons who request the same on a form provided by the College. Department Chairpersons shall be given consideration equal to others in filling such vacancies.

B. Candidate Interviews

Department Chairpersons will interview candidates for teaching positions in departments under their direct jurisdiction and afford an opportunity for joint interviews involving the faculty of the department. The Department Chairperson's recommendations will be forwarded to the Division Dean.

C. Appointment of Deans

Should a vacancy develop among the Division Deans, the Department Chairpersons of the affected division will be afforded an opportunity to meet with the candidates for the position and forward a recommendation to the Vice President for Faculty and Academic Affairs, or other administrator designated by the College, which, if negative, will be supported by reasons.

ARTICLE X
APPOINTMENTS TO PROFESSIONAL STAFF

A. Appointment as Faculty Members

1. Department Chairpersons with prior service as faculty members shall be accorded temporary, probationary or tenure appointments. All terms and provisions related to such appointments respecting teaching faculty shall apply equally to Department Chairpersons while service as Department Chairpersons.

2. Department Chairpersons without prior service as a faculty member shall serve a probationary period of five (5) years prior to the granting of tenure. Such appointees are exempted from the provisions of Section B. 2., sub-sections (a) through (e), Section B. 3, subsections (a) through (d) of this Article; Section C. 1 of Article XIII, and Section A. 7 of Article XI.

3. Tenure appointment shall remain in effect if and while a Department Chairperson assumes a non-bargaining unit (administrative) position or while assigned to a special project supported by grant or contract funds.

B. Appointment as Department Chairperson

1. Department Chairpersons shall be appointed by the Board of Trustees upon the recommendation of the President of the College. Such appointments shall be continuous unless notice of termination of appointment is given by the President by February 1 of any year subsequent to appointment. Such action by the President shall be reviewable under the grievance procedure hereof; however, such review shall be limited to stages 1 and 2 of said grievance procedure and shall not be subject to binding arbitration.

2. Department Chairs not re-appointed may:
a. return to full-time teaching status in the department to which they were assigned prior to becoming a Department Chairperson; or

b. return to full-time teaching in the Department for which they served as Department Chairperson; or

c. if qualified, return to full-time teaching status in another department of the College compatible with their credentials, experience or expertise.

d. In determining seniority status, time served as a Department Chairperson will be considered time served as a member of the teaching faculty.

e. Department Chairpersons not re-appointed as Department Chairpersons who, subject to the foregoing paragraphs a, b, c, and d, return to full-time teaching status shall do so without negative effect on their academic rank or base salary except as provided in Article XI. A. 2. Of the Agreement.

f. If, by virtue of his/her credentials, experience, expertise, or seniority, or the lack or inappropriateness thereof, a Department Chairperson who is not re-appointed is judged by the College to be unqualified to return to faculty status, his/her employment with the College will terminate at the end of the academic year (August 31) in which the non-reappointment notice is issued.

g. Determinations made by the College regarding the qualifications, or the lack thereof, of a Department Chairperson to return to faculty status, except the

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department to which assigned prior to becoming a Department Chairperson shall be reviewable under the grievance procedure hereof; however, such review shall be limited to stages one (1) and two (2) of said procedure and shall not be subject to binding arbitration.

3. Should a department, departments, or department chairpersonship be eliminated from the organizational structure of the College, affected Chairperson(s) will be notified as early as possible. In the event such notification is given after March 1, the College shall be obligated to pay affected Department Chairperson(s), who were members of the Faculty Association bargaining unit prior to appointment as a Department Chairperson and who revert to full-time teaching status based on the provisions of sub-paragraphs "a" and "b" of this section, the appropriate stipend for the academic year (September 1 - August 31) subsequent to the year in which the aforementioned notification was given.

a. The Chairperson of such department may, if qualified, return to full-time teaching status in another department of the College compatible with his/her credentials, experience, and expertise.

b. In determining seniority status, time served as Department Chairperson will be considered time served as a member of the teaching faculty.

c. Department Chairpersons whose department or departments are eliminated from the organizational structure of the College, who return to full-time teaching status shall do so without negative effect on their academic rank or base salary, except as provided in Article XI. A. 2. of this Agreement.

d. If, by virtue of his/her credentials, experience, expertise, or seniority, or the lack or inappropriateness thereof, the Chairperson of a department which is to be discontinued is judged by the College to be unqualified to return to faculty status, his/her employment with the College will terminate at the end of the academic year (August 31) in which the departmental cancellation notice is given.

e. The determination to eliminate a department or departments from the organization structure of the College shall not be reviewable under the grievance or arbitration provision hereof.

f. While Department Chairpersons without prior service as a faculty member covered by the Faculty Association are exempt from Sections 3. a 3. b, 3. c and 3. d, such tenure Department Chairpersons who have satisfactory evaluations will be considered upon application for available full-time teaching positions. If qualified and recommended for appointment to a vacancy, appointment to such vacancies shall be at a salary level determined by the College. Determination made by the College regarding the qualifications of such Department Chairpersons for existing full-time teaching vacancies are final and binding on all parties.

ARTICLE XI
SALARIES

1. The base salary of each returning Department Chair covered by this Agreement shall be increased as follows:

- Effective 9/1/98 Three and one-half percent (3.5%)
- Effective 9/1/99 Three and one-half percent (3.5%)
- Effective 9/1/2000 Three and one-half percent (3.5%)

2. The College, at its discretion, may grant salary increases to individual Department Chairs in excess of those stipulated in Section A. 1. of this Article. Department chairs who receive such salary adjustments and who subsequently return to full-time teaching status having served less than four (4) full academic years as a Department Chairperson shall, upon their return, have their salaries readjusted to the amount they would have been receiving had they not been granted a special salary adjustment as provided for herein.

3. In addition to base salaries, the Department Chairpersons will be paid annual stipends as follows:

a.	9/1/98 through 8/31/99	$5,375
b.	9/1/99 through 8/31/2000	$5,563
c.	9/1/2000 through 8/31/2001	$5,758

4. Except as provided for in Section A-2 of Article VII, Professional Obligations, Department Chairpersons approved by the College to work outside the normal work year for Department Chairpersons as described in Article VII, Section F., will be compensated at the rate of $207 effective 1 September 1998, $214 effective 1 September 1999 and $221 effective 1 September 2000 per day for each full day of employment (seven [7] hours deployable in either full days or half-day units). Opportunities to work outside the normal work year will be made available to Department Chairpersons on or before April 15. Request for such assignment shall be made by Chairpersons by May 1; assignment thereof shall be made by the College by May 15.

5. Voluntary overload teaching assignments shall require written approval of the Vice President for Faculty and Academic Affairs. Overload compensation for Department Chairpersons, when paid, shall be $690 effective 1 September 1997 (per semester contact hour).

6. Upon promotion in rank, the base salary of a Department Chairperson shall be increased, in addition to the salary increase stipulated in Section A. 1. of this Article as follows:

From	To	
Assistant Instructor	Instructor	$ 500
Instructor Assistant	Professor	$ 500
Assistant Professor	Associate Professor	$1,000
Associate Professor	Professor	$1,250

7. Department Chairpersons who, during the term of this Agreement, revert to full-time teaching status, upon the effective date thereof, shall be paid a salary equal to the salary they would have been receiving had they been in full-time teaching status upon the effective date of this Agreement and subsequent thereto.

8. The College may, at its sole discretion, apply up to a total of an additional $1,000 annually to be awarded to Chairpersons who may fall below the Department Chairpersons' average base salary calculated effective the previous September 1st. The College's decision on the distribution of such salary additions in total and the selection of awarded Chairperson(s) within the eligible group are not reviewable under the Agreement's Grievance Procedure. Article XI, section 8. does not negate or replace Article XI, section 2. Department Chairpersons continue to be eligible for merit increases as stated in Article XI, section 2.

B. Annual Salary Agreements

1. Every Department Chairperson shall receive an annual salary agreement setting forth his/her academic rank, Department Chairperson stipend and base salary.

2. Salary agreements shall be signed and returned by each Department Chairperson within thirty (30) calendar days after receipt. Timely execution and return of the salary agreement shall constitute acceptance and acquiescence to the terms and provisions thereof by the Department Chairperson; failure to do so shall constitute a resignation.

C. Salary Installments

1. The salary of each Department Chairperson shown on his/her salary agreement shall be paid on a bi-weekly basis in twenty-six (26) approximately equal installments, twenty-seven (27) in years where there are twenty-seven (27) pay periods.

2. Upon one month's written request by a Department Chairperson, all salary payments for pay periods subsequent to the work year may be payable on the first period immediately subsequent to the work year. The College, subject to New York State audit regulations, will make appropriate arrangements to forward Department Chairpersons' salary checks by mail. A request to forward checks by mail shall be irrevocable for the balance of the College year.

ARTICLE XII
EVALUATION PROCEDURES

Evaluation Procedures

1. Department Chairs shall be evaluated annually prior to February 1. Such evaluation shall emphasize:
a. the primary responsibilities of Department Chairs as set forth in Article VII, Section E;

b. teaching.

2. The annual evaluation report shall be in writing, prepared by the Department Chair's Division Dean on forms developed by the College for this purpose. Prior to the issuance of such forms and annually thereafter, the content and structure thereof will be discussed with the Association.

3. Department Chairs shall be provided with copies of their evaluations and shall be accorded an opportunity of discussing them with their Division Dean. Subsequent to such discussion or receipt of a written waiver thereof, Department Chairs shall be provided with a period of five (5) working days to submit a written response to the evaluation. Following the five (5) day response period, a copy of the evaluation report with the Department Chairperson's response, if any thereof, will be forwarded for administrative review and file.

B. Personnel Files

Department Chairpersons may inspect their personnel file upon request. All matters relating to the performance of their professional duties, promotion, tenure, and retention shall be available for examination, except those relating to prior employment and supplied to the College on a confidential basis. Department Chairpersons shall be permitted to add materials of reasonable length to their personnel files which they feel are pertinent.

ARTICLE XIII
NON-REAPPOINTMENT, DISMISSAL, VOLUNTARY TERMINATION AND RETRENCHMENT

A. Non-Renewal

1. Department Chairs with probationary appointments, in their first year of employment with the College, whose appointments are not renewed, will be so informed in writing by February 1st prior to the effective date of non-renewal (August

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31). Probationary Department Chairs in their second, third, fourth and fifth years of employment with the College whose appointments to the faculty are not renewed, shall be so informed in writing by December 1 prior to the effective date of non-renewal (August 31).

2. The non-renewal of a Department Chairperson where such Department Chairperson holds a probationary appointment, shall not be subject to the grievance procedure herein provided; however, such Department Chair, in the event of non-renewal at the end of his/her fourth or later probationary year, shall, upon request, be provided with a written explanation of the decision by the College and, upon written request, be afforded a hearing before the Board of Trustees.

3. Department Chairs with tenure appointments shall hold such appointments during good behavior and competent and efficient service. Department Chairs with tenure whose appointments are not renewed shall be so informed in writing no less than fifteen (15) months prior to the effective date of non-renewal (August 31). The non-renewal of a Department Chair with tenure shall be subject to the grievance procedure herein provided; a grievance, if submitted, may be initiated by the Department Chair at Stage 2 of the grievance procedure. In the processing of the grievance for the non-renewal of a Department Chair with tenure, the burden of proof shall be on the College. At least five (5) days prior to the hearing at Stage 2, the College shall provide reasonably detailed and formally written charges to the aggrieved party. The salary of a Department Chair with tenure affected by non-renewal shall continue to the effective date of non-renewal or until such time as the grievance procedure is abandoned or is concluded, whichever shall be the latter.

B. Dismissal

1. Dismissal of a Department Chair holding a probationary appointment shall be on thirty (30) days notice or pay in lieu thereof. Dismissal during the last (fifth [5th]) probationary year shall be subject to the grievance procedure herein provided.

2. Dismissal of a Department Chair with tenure shall also be on thirty (30) days notice or pay in lieu thereof. Such action, however, shall be subject to the grievance procedure and a grievance, if submitted, may be submitted by a Department Chair so affected at Stage 2. The salary of a Department Chair with tenure affected by dismissal shall continue until such time as the grievance procedure is abandoned or the grievance is concluded.

C. Voluntary Termination

1. Department Chairpersons wishing to resign the administrative portion of their duties and revert to full-time teaching status must submit written notification to this effect to their Division Dean, with a copy to the Vice President for Faculty and Academic Affairs by no later than January 1, to be effective for the following academic year. Department Chairpersons who resign will return to full-time teaching in a department compatible with their credentials, experience and expertise without

negative effect on academic rank and salary.

2. Department Chairpersons desiring to terminate their services at Hudson Valley Community College at any time shall file written notice thereof with their Division Dean, with a copy to the Vice President for Faculty and Academic Affairs, at least thirty (30) days prior to the date of such termination of services.

ARTICLE XIV
ACADEMIC RANK

A. Promotion Upon Attaining Tenure

Department Chairs of the rank of Instructor shall, upon attaining tenure, be promoted to the rank of Assistant Professor.

B. Promotion Eligibility

In determining eligibility for discretionary promotions--promotions to the rank of Associate Professor and to the rank of Professor—the College shall consider teaching ability, academic credentials, professional development, professional accomplishments, and teaching experience, along with the skill and accomplishments evidenced by Department Chairs in discharging their administrative responsibilities. Additional promotional criteria, if any, as may be established by the College, will be announced annually by October 15.

C. Promotional Procedure

1. Promotion recommendations will be initiated by the Department Chairperson's Division Dean; Department Chairs shall be informed through the annual evaluation process whether or not they have been recommended. Department Chairpersons not recommended for promotion by their Division Dean may initiate a promotion recommendation on their own behalf.

2. Department Chairpersons not recommended for promotion or whose recommendations are denied at any step of the promotion review process shall, upon written request, be provided with the reasons (in writing) for such action by the person denying the promotions.

3. A Department Chairperson's promotion recommendation materials will be forwarded through each step of the review process from Division Dean to President of the College whether approved or disapproved.

4. Non-Grievability

Except as provided in Section A of this Article, rank promotions shall be in the sole discretion of the College. The denial of a discretionary promotion (to Associate Professor or to Professor) will not be subject to the grievance procedure herein provided.

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ARTICLE XV
LEAVES

A. Sick Leave

Department Chairpersons shall be provided sick leave benefits as follows:
1. The College shall advance each Department Chairperson twelve (12) days sick leave on September 1 of each year. Department Chairpersons who receive an appointment after September 1 shall be advanced sick leave calculated on a pro-rata basis by multiplying twelve (12) days by the percentage of the school year remaining. Sick leave may be used in increments of one (1) day. A Department Chairperson will notify his/her supervisor as soon as possible of the need to use sick leave.

2. A Department Chairperson may accrue up to one-hundred seventy-five (175) days of sick leave. If during a Department Chairperson's last year of employment, he/she is prevented from receiving the full twelve (12) day credit for accumulated sick leave because of the one-hundred seventy-five (175) day limit, the last year's uncredited number of sick leave days may be used to restore to accumulated sick leave any sick leave days used in the last year of employment.

3. After a Department Chairperson has exhausted all sick and personal leave, his/her salary shall be suspended should his/her absence continue unless coverage (instruction) of his/her classes is provided on a voluntary basis by a qualified member or members of the faculty and coverage of his/her duties as a Department Chairperson are provided as approved by the appropriate Division Dean.

4. Sick leave validation, including disability arising out of pregnancy, may be requested in the form of a physician's certificate.

5. a. A Department Chairperson eligible to and who does retire under his/her retirement program shall have the irrevocable option of applying the dollar value of his/her accumulated sick leave credited to an account for the purpose of paying his/her full premium cost of the College health insurance plan following retirement. To be eligible for this benefit, the retiring Department Chairperson must have completed a minimum of five (5) years of compensated full-time service at Hudson Valley Community College. Upon exhaustion of this account, the premiums for health insurance will be paid by the retiree.

b. In the event that a Department Chairperson who has exercised the option available under this section dies prior to exhausting the dollar equivalent of his/her sick leave accruals, the Department Chairperson's dependents theretofore covered (spouse and/or eligible children) if any, shall so long as eligible, continue to receive the College health insurance plan until the exhaustion of such account.

c. At the time of retirement the retiree may, at his/her further irrevocable option, have deducted from the dollar value of his/her accumulated sick leave a sum up to twenty percent (20%) of the dollar value of his/her accumulated sick leave and be paid the same; the balance as heretofore outlined constituting an account to cover payment of the retiree's health insurance premiums.

d. A Department Chairperson eligible to retire under the conditions set forth in paragraph 5 (a) not electing the options provided under paragraphs 5 (a) and 5 (c) hereof shall be entitled to a lump sum payment equal to the dollar value of fifty percent (50%) of his/her accumulated sick leave.

6. a. A Department Chairperson not eligible to retire under his/her retirement program who has twenty (20) years of compensated full-time service at the College and who elects to terminate shall be entitled to a lump sum payment equal to the dollar value of fifty percent (50%) of his/her accumulated sick leave.

b. A Department Chairperson not eligible to retire under his/her retirement program who has twenty (20) years of compensated full-time service at the College, in lieu of the lump sum payment above outlined may, at his/her option, make an irrevocable election to have the sum to which entitled upon termination as set forth in paragraph 6 (a) credited to an account for the payment of his/her full premium cost of the College health insurance plan following termination under the same terms and conditions as provided for retirees under paragraph 5 (a) hereof.

7. To be eligible for the lump sum under paragraph 5 (d) and 6 (a) at the time of retirement or termination, a Department Chairperson must have provided the office of the President irrevocable notice of retirement or termination by April 1 preceding the fiscal year in which retirement or termination is to occur. Failure to provide such notice shall defer such payment until one (1) year from date of retirement or termination.

8. In the event a Department Chairperson dies prior to retirement, at the irrevocable option of the spouse or estate representative of the deceased faculty member, the dollar value of fifty percent (50%) of the deceased Department Chairperson's sick leave accruals on the date of his/her death may be paid in a lump sum to the spouse or estate of the Department Chairperson member; or the sum to which entitled (50% of the deceased Department Chairperson's sick leave accruals) may be credited to an account for the payment of the full premium cost of the College health insurance plan for the deceased Department Chairperson's surviving dependents as provided in paragraph 5 (b) hereof.

B. Workers' Compensation Leave

Whenever a Department Chairperson is absent from his/her duties as a result of on-the-job injury covered by Workers' Compensation, he/she will be paid at the level of his/her salary which would otherwise have been due but for said injury (less the

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amount of any Workers' Compensation award made for temporary disability due to said injury) for the period of six (6) months from the date of injury, and no part of such absence will be charged to leave to which he/she may otherwise be entitled.

C. Personal Leave

During each academic year, excluding use in conjunction with any work days outside of the annual obligation stipulated in Article VII, Department Chairpersons shall be entitled to five (5) days of personal leave without loss of pay for urgent personal business which cannot be deferred or for the observance of religious holidays. When taking such leave, Department Chairpersons will make provisions for coverage of their classes and other responsibilities. Requests for such leave, except in emergency situations, must be made in advance, in writing. Requests shall be directed to the Department Chairperson's immediate supervisor. When Department Chairpersons must be absent due to emergency situations, they shall report this absence to their immediate supervisor or his/her designee at the first reasonable opportunity. Each instance of such leave must be recorded on the next absence report. Personal leave shall be taken in one (1) day increments.

D. Sabbatical Leave

Sabbatical leaves of absence will be granted to full-time faculty members (inclusive of Department Chairpersons), in accordance with the following provisions:

1. Applicants become eligible for sabbatical leave after completion of six (6) years of full-time service at Hudson Valley Community College. Applications for sabbatical leave may be filed during the sixth year of employment and thereafter to be effective, if granted, the following academic year. Department Chairpersons who have previously been granted a sabbatical leave under these qualifications must complete a minimum of an additional six (6) years of full-time employment at Hudson Valley Community College from the date of return from their last sabbatical leave in order to be eligible for a subsequent sabbatical leave. Notwithstanding the above, in instances where the number of recommended applications for sabbatical leaves is less than the number of available leaves, the committee may, in its discretion, consider applications from prior sabbaticants who have complied with the provisions of paragraph 9 hereof.

2. A sabbatical leave may be granted for one semester at full salary, two semesters at half salary or two semesters at full salary. The salary so paid shall not be reduced by a grant or fellowship received by the applicant.

3. The total number of sabbatical leaves granted per College year shall be subject to budget limitations; however, there shall not be more than four (4) at full salary during each year of the Agreement.

4. Completed sabbatical leave application forms for leaves to be effective for one or both semesters of the upcoming academic year shall be submitted to the President

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of the College by 5:00 p.m. on the last faculty work day in the month of January.

5. As part of the application for sabbatical leave, the applicant shall clearly indicate the purpose of the leave and, if the leave is for study, the name of the institution and the identity of the study and courses to be pursued and their relationship to the applicant's professional position. Applications for leave for travel or educational experience (limited to one (1) semester) shall state their specific educational object in direct relation to the applicant's field of endeavor. Should a sabbatical leave be granted, any subsequent change from that as stated in the application shall require written notification and approval by the President.

6. The sabbatical recipients and the terms of their leaves shall be determined by a committee composed of five (5) representatives of the tenured faculty, two (2) representatives of the Department Chairpersons and three (3) representatives of the administration. A Department Chairperson may not serve on the committee if a member of his/her department is an applicant; a faculty member may not serve on the committee if his/her Department Chair is an applicant; an applicant may not be a member of the committee. Committee determinations are subject to the approval of the President of the College and the Board of Trustees.

7. Sabbatical leave recipients remain employees of the College and their salaries shall be subject to the normal deductions for social security, income taxes, health insurance, and other deductions. Upon return from sabbatical leave, the recipient will be restored to the position to which entitled (or a comparable position) at a salary equal to that which he/she would have received had he/she been in regular attendance at the College during the period of the sabbatical leave, less, however, the pro rata of any leave credits based on the duration of the sabbatical leave.

8. Upon return from sabbatical leave, the recipient will within sixty (60) days, unless extended by the President submit to the President a detailed report inclusive of appropriate records and data relative to such leave.

9. Following sabbatical leave, the recipient is expected to return and complete two (2) years of service in the event of one (1) year's sabbatical leave, one (1) year's service in the event of one-half (1/2) year's sabbatical leave. The College may require, as a condition precedent to the granting of a sabbatical leave, the execution of instruments to secure the repayment of salary received when on sabbatical leave in the event of the failure of the recipient to return and complete such service.

10. Before reviewing applications, the Sabbatical Leave Committee shall establish guidelines and criteria for its operation and publish the same. Within forty (40) faculty working days following the final submission date for sabbatical leave applications, the Committee will communicate in writing to each applicant its determination on his/her application. An applicant not recommended for sabbatical leave will be granted an opportunity to meet with the representatives of the Committee to review the Committee's determination on his/her application and the reasons therefor.

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11. The determinations of the Sabbatical Leave Committee will be grievable only as follows:

a. The aggrieved shall have the burden of proof in all cases.

b. The sole grounds for a grievance will be that the actions of the Committee were arbitrary or capricious.

c. Grievances will be submitted at the second stage within five (5) faculty working days following the receipt of the Committee's determination.

E. Jury Duty and Court Appearances

1. Jury Duty

Any Department Chairperson scheduled for jury duty shall be excused from class attendance and other duties for such jury service which conflicts with his/her professional responsibilities without loss of pay or charge to leave credits. All pending instances of jury duty shall be reported to the Division Dean immediately upon the receipt of notice thereof. The College may request documentation to substantiate a faculty member's actual jury duty.

2. Court Appearances

As a party to any action or as a result of subpoena, any Department Chairperson shall be excused from his/her professional responsibilities without loss of pay or charge to leave credits.

F. Leaves of Absence (Unpaid Leaves)

1. Unpaid leaves of one (1) or two (2) semesters may be granted to Department Chairpersons holding probationary faculty appointments at the discretion of the College. In the instance of Department Chairpersons enjoying tenure appointments, unpaid leaves of absence of one (1) or two (2) semesters will be granted upon advance application as described in paragraph 3 of this Section of the Agreement. Extensions of leaves shall be in the discretion of the College. Such leaves shall commence at the beginning of a semester. The total number of leaves available per College year for faculty, inclusive of Department Chairpersons, enjoying tenure shall not exceed three (3). Additional leaves may be granted at the discretion of the College. Where the purposes of the leaves are for advanced study, exchange teaching or other activity in each instance related to the applicant's field of professional duties or which otherwise benefit the College, or for the purpose of holding professional or political office or seeking the latter, upon return from such leave the recipient shall be restored to the position he/she held prior to his/her leaves or a comparable position and shall receive a salary equal to that which he/she would have received had he/she taught at the College during such period, exclusive of rank

promotion.

2. A Department Chairperson on unpaid leave shall retain but shall not accumulate additional credit toward continuing appointment.

3. Applications for leave must be made in writing to the President of the College within twenty (20) faculty working days after the start of the semester preceding the semester for which the leave is being requested. The time limit may be waived by the College in the case of emergency or other mitigating circumstances.

G. Validation of Attendance

Department Chairs shall verify their attendance and record their absences on forms provided by the College.

ARTICLE XVI
INSURANCE

A. Continuation of Current Benefits

1. The College shall continue to make available to all full-time bargaining unit members and their eligible dependents, coverage as congruent as possible to group health, hospitalization, dental (see Article XVI, section 2) and disability benefits as existed under the benefit programs offered immediately prior to the execution of this Agreement.

The College shall also offer each full-time bargaining unit member and his/her eligible dependents the option of participating in a health maintenance organization (HMO) in lieu of participation in the College's traditional health plans. The College shall determine which HMO's shall be offered. If an employee chooses HMO coverage, this option will be in place of benefits currently provided by the traditional health benefits coverage.

The College reserves the right to change or provide alternate insurance plans or carriers, HMO's, or benefit levels, or to self-insure, as it deems appropriate, for any form or portion of coverage referred to in this Article, so long as the new coverage and benefits are as congruent as possible to the programs which predate this Agreement. The College agrees to attempt to minimize changes by incumbent insurance providers and HMO's from one plan year to another. However, the College will not be responsible for changes unilaterally imposed by an insurance provider, or HMO, in benefits, copayment provisions or deductibles.

2. Effective 1 January 1987, the College shall continue to provide to all full-time Department Chairpersons a dental plan whose benefits are equivalent to the dental plan now in effect for employees of the County of Rensselaer. Should the level or

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scope of benefits ovided under the County-wide plan be increased for County employees, the s e increase(s) shall automatically be accorded to eligible bargaining unit m bers covered by this Agreement.

3. The College sh continue to pay 100% of the cost of all individual insurance coverage for eac ull-time Department Chairperson. The cost of any premium increase(s) in the pendency coverage portion of the health insurance program shall be borne eq lly by the College and the faculty member. If, however, the College effects a vings in the total cost of the health insurance program covering bargaining unit p nnel, such savings shall be applied as an offset to any increase (s) in the employ s contribution to the cost of the dependency coverage as described herein

4. Benefits for Sp se. Effective 1 January 1987, where both spouses are employees of the llege, at the option of the couple, either two individual policies or one family policy y be elected with the College paying the entire monthly cost of either two individ policies or one family policy.

5. Effective 1 Jan y 1987, each employee (except employees whose spouses are also eligible for c rage) may elect to refuse participation in the College Health Insurance Progra and may provide for his/her own health insurance. The Employer, effecti 1 September 1991, will place $50.00 in a trust account each month that the em oyee is eligible but does not elect coverage. The employee will receive the funds accumulated by December 15 of each year or upon termination. An employee ma lect to resume coverage the first of the month following a minimum of thre) business days' notice.

6. In the event of change of health insurance carriers or the election by the College or County to self- su ance any one or more of the coverages provided hereunder, such change sha e made only after thirty (30) days notice to and subsequent consultation with e Association.

7. The extent of c erage under the health, dental, and disability benefit plans, including any HM s and/or self-insured plans referred to in this Agreement shall be governed by the ms and conditions set forth in said policies and plans. Any questions or disp s concerning said insurance policies or plans or benefits thereunder shall b resolved in accordance with the terms and conditions set forth in said policies or p s. The failure of any insurance carrier(s) or plan administrator(s) to provide any be t for which it is contracted or is obligated shall result in no liability to the Col e or County. However, in instances where the College agrees that an insurance ovider may not be meeting its contractual obligations, the College agrees t or tact the insurance provider on the employee's behalf.

ARTICLE XVII
FACILITIES

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A. College Obligation to Provide

Within its capabilities, the College agrees to provide instructional, laboratory, office, and storage facilities to meet the educational objectives of the institution which are constructed in accordance with all applicable building codes and which are adequately heated, lighted, and maintained.

B. Unsafe Conditions

Department Chairpersons will not be required to work under unsafe conditions which endanger his/her health, safety, or well-being.

C. New Construction

In the matter of new construction related to College instructional facilities, the College will consult and seek the advice of interested Department Chairpersons in the preparation of proposals and plans related thereto. Involvement may require the presence of such interested Department Chairpersons at planning sessions scheduled by the Joint Building Committee of Trustees, Legislators and administrative staff.

D. Privacy and Secretarial Assistance

1. Privacy

Within its capabilities, the College will provide office space for each Department Chairperson sufficient to afford privacy for study, advisement of students, and for the performance of other professional responsibilities.

2. Secretarial Assistance

The College will make reasonable efforts to assign Department Chairpersons with secretarial assistance to aid in the discharge of their responsibilities.

3. The College will provide each Department Chairperson with a telephone for intra-campus usage and for the conducting of College business.

ARTICLE XVIII
DEPARTMENT CHAIRPERSONS' ASSOCIATION BUSINESS

A. Transaction of Association Business

Association representatives shall have the right to transact Association business on College premises at any reasonable time provided the same does not interfere with instruction or other duties.

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B. Intra-School Mail

The Association may use the intra-school mail system for dissemination of Association information to its membership.

ARTICLE XIX
MISCELLANEOUS PROVISIONS

A. Line of Authority

1. Within thirty (30) days of ratification of this Agreement and annually thereafter, the College will make available to each Department Chairperson an organizational chart of the College's administration, together with a detailed description of the duties, responsibilities, and authority of the various administrators as they relate to the Department Chairpersons.

2. The Association will be provided with five (5) current copies of the Hudson Valley Community College Board of Trustees By-Laws as well as the following documents.

a. Administrative Policies, Hudson Valley Community College

b. The most recent edition of Regulations for Community Colleges under the State University of New York.

B. Copies of Agreement

A copy of this Agreement shall be provided to Department Chairpersons. A copy of this Agreement shall be incorporated by reference in the Faculty Handbook.

C. Physical Examinations

Physical examinations which may be required subsequent to employment shall be paid for by the College.

D. Course Auditing

With the exception of Community Interest courses, any Department Chairperson shall be privileged to audit any course on a non-matriculated basis at Hudson Valley Community College without tuition cost to himself/herself, on a space available basis.

E. Academic Attire

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The College shall provide academic attire for functions in accordance with protocol.

F. Documents Generated by Computer Center

Department Chairpersons will receive one (1) copy of each edition of the master schedule and one (1) copy of their department (students) list each time these documents are generated by the Computer Center. Supplemental copies of the department list shall be provided upon written request to the Registrar.

G. Reprisals

There shall be no reprisals of any kind taken against Department Chairpersons by reason of their membership in the Association or participation in any of its activities.

ARTICLE XX
GRIEVANCE PROCEDURE

The grievance procedure will be set forth in Addendum A hereto annexed and incorporated herein by this reference.

ARTICLE XXI
RE-NEGOTIATION

A. Exchange of Proposals

Should either party hereto wish to amend the provisions of this Agreement subsequent to its expiration date, they shall present their proposals on or prior to December 1, 2000.

B. Negotiations

Should either party propose that changes be made in this Agreement subsequent to its expiration, negotiations on such proposals shall commence no later than January 15, 2001.

ARTICLE XXII
TERM

The term of this Agreement shall be from September 1, 1998 through August and including August 31, 2001.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in the manner following:

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HUDSON VALLEY COMMUNITY COLLEGE

By: _____
Chairman, Board of Trustees

Date: 4/28/98

By: Stephen N. Gunter
President

Date: 5/5/98

HUDSON VALLEY COMMUNITY COLLEGE DEPARTMENT CHAIRPERSONS ASSOC

By: _____
President

Date: 4-24-98

By: _____
Negotiating Team

Date: 4/24/98

COUNTY OF RENSSELAER

By: _____
County Executive

Date: 5/12/98

APPROVED AS TO FORM:

By: _____
County Attorney

Date: 5/6/98

APPROVED:
BUREAU OF BUDGET

_____

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SCHEDULE A

Grievance Procedure

1. A grievance is a claim by any party hereto, a Department Chairperson or group of Department Chairpersons, in the negotiating unit, based upon the application or interpretation of this Agreement.

2. All grievances shall be in writing and shall include the name and position of the aggrieved party, a brief statement of the nature of the grievance, and the redress sought by the aggrieved party.

3. Except for informal decisions at Stage 1, all decisions shall be rendered, in writing, at each step of the grievance procedure setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the aggrieved party, the parties hereto, and, if any, all parties in interest (any person or party named in the grievance who is not the aggrieved party).

4. A grievance having Department Chairpersons unit-wide or broader implications, may be submitted by the Association directly at Stage 2 described below.

5. The preparation and processing of grievances shall be conducted at a time affording all interested parties a reasonable opportunity to attend; employees who are required to be present during working hours should be excused from duty without loss of pay. Reasonable effort will be made to avoid interruption of classroom activity, and to avoid involvement of students in any phase of the grievance procedure.

6. All parties agree to facilitate any investigation which upon request, of any party hereto and/or any aggrieved party, any and all material and relevant documents, communications and records concerning alleged grievances.

7. Except at Stage 1 of the grievance procedure, any party hereto, an aggrieved party, and any party in interest shall have the right at all stages of the grievance to confront and cross-examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of the official minutes of the proceedings made at each and every stage of the grievance procedure.

8. The filing of grievances, serving notices, taking appeals, making reports and recommendations will be accomplished on the forms jointly developed for this purpose. The College shall have these forms duplicated and distributed to the President of the Association.

9. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

10. Nothing contained herein will be construed as limiting rights of any Department Chairperson having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted, provided that except at Stage 1 (A) the Association shall be promptly informed of the details of such adjustment. Any grievance that is adjusted without formal determination, pursuant to this procedure, while binding upon the aggrieved party and in all aspects final, shall not create a precedent of ruling binding on either of the parties to this Agreement in future proceedings.

11. Every person who has the right to bring a grievance hereunder has the right to be represented by a representative of his own choice, provided, however, that any grievance finally determined without participation of the Association while binding on the aggrieved party and in all respects final, shall not create a precedent or ruling binding either of the parties to this Agreement and future proceedings.

12. The Association shall be entitled to at least five (5) working days advance notice of all hearings on grievances in which the aggrieved party is not represented by the Association, and if so advised to participate therein.

13. In any and all cases where the aggrieved party is not represented at any stage of the grievance procedure by the Association, the Association may, at its sole discretion, appeal the decision in any such grievance to the next higher stage of the grievance procedure.

14. Any and all notices which this grievance procedure requires to be given to the Board of Trustees, College or representative thereof, may be delivered to the President of Hudson Valley Community College or in his/her absence the person in charge of his/her office.

15. Time limit specified herein may not be extended except by mutual agreement.

16. Grievances must be initiated at the first available stage within thirty (30) faculty working days of the occurrence of the event giving rise thereto, or of the date the grievant should reasonably have had knowledge thereof.

17. If a decision at one stage is not appealed to the next stage of the procedure within the basic time limit specified, the grievance shall be deemed to be dismissed. Questions relating to compliance with this limitation or appeal shall not be arbitrable.

18. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representatives and the Association within the specified time limit, shall permit the lodging of an appeal to the next stage of the procedure within five (5) faculty working days after the expiration of the period which would have been allotted for appeal, had the decision been communicated by the final date.

19. In the event a grievance is filed on or after April 1, upon request by or on behalf of the aggrieved party, the time limit set forth herein may be reduced pro rata by mutual consent, of all parties involved so that the grievance procedure may be exhausted prior to the end of the College term, or as soon thereafter as possible.

20. Stages of the grievance procedure:

a. Stage 1: Supervisor - Informal

(1) A Department Chairperson having a grievance will discuss it with his/her appropriate supervisor, either personally and/or by a representative, with the objective of resolving the matter informally.

(2) If the grievance is not resolved within five (5) faculty working days of submission it shall, within seven (7) faculty working days of submission be reduced to writing and presented to the appropriate supervisor. Within two (2) faculty working days after the written grievance is presented to him/her, the appropriate supervisor shall render a decision thereon, in writing.

b. Stage 2: President

(1) If any aggrieved party is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the aggrieved party shall, within five (5) working days of receipt of the decision at Stage 1, file a written appeal of the decision at Stage 1 with the President. Copies of the written decision at Stage 1 shall be submitted with the appeal. Within two (2) working days after receipt of the appeal, the President or his/her duly authorized representative shall set a date for a hearing and notify the aggrieved party and/or his/her representative and all other parties in interest of said date, and hearing will be commenced within ten (10) faculty working days after receipt of the appeal by the President who shall render a decision in writing within five (5) faculty working days after the conclusion of the hearing.

c. Stage 3: Binding Arbitration

(1) If the Association is not satisfied with the decision at the conclusion of Stage 2, the Association may submit the matter to arbitration by written submission to the American Arbitration Association with a copy to the President within five (5) faculty working days of the receipt of the decision at Stage 2.

(2) The parties will then be bound by the voluntary arbitration rules and procedures of the American Arbitration Association.

(3) The selected arbitrator will hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date that the final statements and proofs

are submitted to him. The arbitrator's decision will be in writing and will set forth his finding of fact, reasons and conclusions on the issues.

(4) The arbitrator shall not have the power or authority to alter, amend or change the terms and provisions hereof or make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

(5) The decision of the arbitrator shall be final and binding upon all parties.

(6) The cost for the services of the arbitrator, including expenses if any, will be borne equally by the Association and the College.